MEMBER RELATIONS FORM

All requests <u>must</u> be **emailed** to: <u>Memberservices@5in1Fitness.com</u>

Attention: Member Services

Please submit all questions, comments and/or requests to the above email address. All correspondence must be received at the above email 10 days prior to your initial billing date to have any action taken the next month. The following is part of your Membership Agreement and members are responsible for observing and complying with the following:

Membership Cards: Every time you enter the club, you will be required to run your membership card through the scanner. If someone else is caught using your card there will be a charge of \$50.00 assessed fee and termination of your membership. There is a \$5.00 replacement fee for 1st card that is lost or stolen and a \$10.00 fee for second, lost, or stolen cards. Any misuse of the membership card will subject the member to his/her cancellation of membership.

Membership Hold: If your request is due to temporary physical disability and you submit a physician's report, you will be charged an adjusted amount of \$10.00 monthly dues during your membership hold. The request must be for a minimum of one (1) month, <u>not</u> to exceed six (6) months. Upon completion of your membership hold, your monthly dues will resume at the rate outlined in your Membership Agreement. (Ask us for an Attending Physician's Statement.)

Permanent Disability: To qualify for a disability cancellation, your disability must be of a permanent nature and prevent you from using any of the 5in1 Fitness Facilities and your condition must be verified by a physician's report. (Ask us for an Attending Physician's Statement.)

Transfer: To Another Person - The person to whom you are transferring must be at least 18 years of age. He or she will be required to sign a new membership agreement and agree to take over your remaining minimum payment obligation, provide new banking information, and pay a \$50.00 card and processing fee. If your account is paid in full, the person to whom you are transferring your remaining time will be required to pay a \$50.00 card and processing fee.

Cancellations: must be sent to: <u>Memberservices@5in1Fitness.com</u>

- Within Five (5) Days of Joining Please see "Notice to Buyer" on the front of your membership agreement.
- After Five (5) Days of Joining or Early Term Agreement Process-Before completion of the minimum term as set forth in your membership agreement, for any reason, other than <u>move</u> or <u>physical disability</u>, you will be charged a \$50.00 cancellation fee and an additional \$10.00 for each month remaining on your membership term & GEP of \$40.00 Per Member/s on the account. The total of these three (3) amounts must be paid in full for the early cancellation to take effect.
- After Minimum Term As set forth in your membership agreement, a **30-day written notice** is required for all cancellations. (Excluding paid-in-full memberships.) All notifications must be turned in 10 days prior to your initial billings date to have the last month's dues pre-paid applied. Otherwise, your last month's dues will apply to the month following your 30-day notice and your membership will be available for your use until termed.
- **Move Out of Area:** Your move must be more than 25 miles from the 5in1 Fitness Center location. From home or job. You must send 5in1 Fitness verification of your new address (i.e., copy of the lease agreement or utility bill), along with a \$50.00 cancellation fee. If you are making monthly payments, all dues and fees must be current at the time of your request.

Policy Changes:5in1 Fitness reserves the right to change fees, services, and operational procedures, hours of operation without prior notice to members.

Renewal of Membership: If your membership is scheduled to renew automatically after the initial term of the contract, your monthly dues will continue at the rate mentioned in the renewal section on a month-to-month basis. The amount of the monthly dues as quoted in the renewal section may be increased after the initial term of the contract to reflect any increase in the club's operating expenses. Members may cancel the renewal agreement by giving a thirty-day written notice and returning their membership card. Such notice shall be sent to: Memberservices@5in1Fitness.com If your monthly dues have been prepaid on a regular membership, member must complete a Renewal Application within thirty days of their expiration date for the club to honor the renewal rate. Member renewing after thirty days would be subject to the prevailing rates.

Convertibility:

Upon request, your short-term Regular Membership may be converted to a lower dues/long-term Regular Membership. Requests received prior to 10 days before your initial billing date will take place the following month, providing all dues and fees are current.

Gym Enhancement Program: In order to keep your facility clean and up to date, all members are participating in a Gym Enhancement annual program twice a year. The first payment of \$20.00 will be assessed on March 1st. and the second payment of \$20.00 will be assessed on September 1St. (\$40.00 a yr.) These payments will be made through your normal billing arrangement as outlined in this Membership Agreement. Paid-in full memberships will be required to pre-pay at the time of signing up for their membership.

Guest: All guests must pre-register with the front desk and be accompanied by a member. Guests are the responsibility of the member, including conduct & attire. A guest fee is charged per visit,5in1 Fitness reserves the right to limit the number of guests a member may bring to the gym.

Damages: 5in1 Fitness shall not be liable or responsible for lost or stolen property or damages in or around the gym. See the back of the agreement for further details.

Junior Members: Children 12 yr. plus are permitted to become members but must be accompanied by a parent/legal guardian or a personal trainer.

Class Plan members: Agree to pre-register 24 hrs. in advance for classes listed *. All no-shows will have a class deducted from their plan and/or assessed a \$34.00 fee for the class.